

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
DANVILLE/URBANA DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 THE SHERWIN-WILLIAMS COMPANY,)
 THE GLIDDEN COMPANY, and)
 SPECIALTY COATINGS COMPANY,)
 INC.,)
)
 Defendants.)
)

CASE NO. 00-2064

JUDGE McCUSKEY
MAGISTRATE JUDGE BERNTHAL

CONSENT DECREE

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs allegedly incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Cross Brothers Pail Recycling (Pembroke) Superfund Site in Pembroke Township, Kankakee County, Illinois ("the Site").

B. The defendants that have entered into this Consent Decree ("Defendants") do not admit and specifically deny any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED,
ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- b. "Consent Decree" shall mean this Consent Decree.
- c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- d. "Defendants" shall mean the Sherwin-Williams Company, the Glidden Company, and Specialty Coatings Company, Inc.
- e. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- g. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- h. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded

annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.¹

i. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

j. "Parties" shall mean the United States and Defendants.

k. "Plaintiff" shall mean the United States.

l. "RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6973 et seq.

m. "Response Costs" shall mean all costs, including but not limited to direct and indirect costs and all costs incurred in overseeing implementation of the UAO and ROD, that EPA, or DOJ on behalf of EPA, has paid or will pay in connection with response actions undertaken or to be undertaken at the Site pursuant to CERCLA, plus accrued Interest on all such costs.

n. "ROD" shall mean the Record of Decision for the Site dated September 28, 1989, as modified by the Explanation of Significant Difference relating to the Site that is dated May 10, 1994, and the Explanation of Significant Differences relating to the Site that is dated September 28, 2004.

o. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

p. "Site" shall mean that facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), known as the Cross Brothers Pail Recycling (Pembroke) Superfund Site, encompassing approximately 27 acres, generally designated by the following property description: Lots 10 through 21, Point Plaza Subdivision First Addition, being part of the Northeast Quarter of Section 15, Township 30 North, Range 11, West of the Second Principal Meridian in Pembroke Township, Kankakee County, Illinois.

q. "UAO" shall mean the Unilateral Administrative Order for the Site issued pursuant to CERCLA § 106 on February 8, 1990.

r. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

¹ The Superfund currently is invested in 52-week MK notes. The interest rate for these MK notes changes on October 1 of each year. Current and historical rates are available online at http://www.epa.gov/ocfo/finstatement/superfund/int_rate.htm.

s. "Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); and (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

V. PAYMENT OF RESPONSE COSTS

4. Payment of Response Costs to EPA. Within 30 days of entry of this Consent Decree, Defendants shall pay to EPA \$200,000.

5. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Central District of Illinois following lodging of the Consent Decree.

6. At the time of payment, Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Site Identification Number 86, DOJ case number 90-11-2-477/1, and the civil action number.

7. The total amount to be paid pursuant to Paragraph 4 shall be deposited in the Cross Brothers Pail Recycling (Pembroke) Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. Interest on Late Payments. If Defendants fail to make any payment under Paragraph 4 (Payment of Response Costs) by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

9. Stipulated Penalty.

a. If any amounts due under Paragraph 4 are not paid by the required date, Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 8, \$1,000 per violation per day for the first ten (10) days that such payment is late, and \$10,000 per violation per day that such payment is late thereafter.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Site ID Number 86, DOJ Case Number 90-11-2-477/1, and the civil action number. Defendants shall send the check (and any accompanying letter) to:

U.S. EPA, Region 5
Attention: Superfund Accounting
P.O. Box 70753
Chicago, IL 60673

c. At the time of each payment, Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Site ID Number 86, DOJ Case Number 90-11-2-477/1, and the civil action number.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Defendants' failure to comply with the requirements of this Consent Decree.

12. The obligations of Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Defendants to make the payments required under this Consent Decree, the remaining Defendants shall be responsible for such payments. Notwithstanding the foregoing, as between Defendants, the Defendant whose failure to provide in a timely fashion its share of the amount owed hereunder shall be liable to the other Defendants for all sums they incur in satisfying the liability owed to the United States, together with costs of litigation (including reasonable attorneys fees) brought to obtain judgment for the sums owed.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Defendants from payment as required by Section V or from performance of any other requirements of this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

14. Covenant Not to Sue by United States. Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V,

Paragraph 4 (Payment of Response Costs) and any amount due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Defendants and does not extend to any other person. Subject to the reservations in Section VIII, this covenant not to sue covers:

- a. All liability for the performance of past or future response actions at the Site by Defendants;
- b. All liability of Defendants for and recovery of Response Costs;
- c. Any liability attributable to Defendants' performance or non-performance of response actions under the UAO or the ROD;
- d. Any liability of Defendants for civil penalties, fines, costs or injunctive relief relating to or arising out of the UAO or the ROD; and
- e. Any liability of Defendants for damages for injury to, destruction of, or loss of natural resources at the Site.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against Defendants with respect to all matters not expressly included within the Covenant Not to Sue.

16. Notwithstanding any other provision of this Consent Decree, the United States reserves the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Defendants to perform further response actions relating to the Site, or to reimburse the United States for additional costs of response if, subsequent to issuing the Certification of Completion for the ROD:

- a. conditions at the Site, previously unknown to EPA, are discovered, or
- b. information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the response actions undertaken pursuant to the ROD are not protective of human health or the environment.

17. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Defendants with respect to:

- a. claims based on a failure by Defendants to meet a requirement of this Consent Decree;

b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;

c. liability based upon the Defendants' ownership or operation of the Site, or upon the Defendants' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, other than as provided in the ROD, or otherwise ordered by EPA, after signature of this Consent Decree by the Defendants; and

d. criminal liability.

18. Notwithstanding any other provision of this Consent Decree, the United States reserves the right to institute proceedings against any Settling Defendant seeking recovery of natural resource damages, including costs of damage assessment, under Section 107 of CERCLA, if, subsequent to issuing the Certification of Completion for the ROD:

a. conditions at the Site previously unknown to the United States are discovered, and the United States determines that those conditions result in releases of hazardous substances that contribute to injury to, destruction of, or loss of natural resources; or

b. information previously unknown to the United States is received, and the United States determines that the new information together with other relevant information indicate that releases of hazardous substances at the Site have resulted in injury to, destruction of, or loss of natural resources of a type that was unknown to the United States as of the date of lodging of this Consent Decree.

19. For purposes of paragraph 16, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of Certification of Completion for the ROD and set forth in the ROD, the administrative record supporting the ROD, the post-ROD administrative record, or in any information received by EPA relating to the Site and in furtherance of the issuance and implementation of the UAO or the requirements of this Consent Decree prior to issuing the Certification of Completion for the ROD. For purposes of paragraph 18, the information and the conditions known to the United States shall include only that information and those conditions known to EPA, DOJ, or the Department of the Interior as of the date of Certification of Completion for the ROD and set forth in the ROD, the administrative record supporting the ROD, the post-ROD administrative record, or in any information received by EPA, DOJ, or the Department of the Interior relating to the Site from Defendants prior to issuance of the Certification of Completion for the ROD.

IX. COVENANT NOT TO SUE BY DEFENDANTS

20. Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, or against any Defendant (except as provided in paragraph 12 herein), with respect to the Site, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Illinois, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law;

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Response Costs; or

d. any claim against the United States for tortious interference of contract relating to Response Costs.

21. Except as provided in Paragraph 23 (waiver of claims against settling parties) and Paragraph 27 (waiver of claim-splitting defenses), the covenants not to sue listed in Paragraph 20 shall not apply in the event that the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 16, 17(b)-(c), or 18, but only to the extent that Defendants' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

22. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

23. Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters addressed by this Consent Decree, including for contribution, against any person that has entered into a final settlement with EPA under Section 122 of CERCLA, 42 U.S.C. § 9622, with respect to the Site as of the date of entry of this Consent Decree. This waiver shall not apply with respect to any defense, claim, or cause of action that a Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Defendant, or if any civil or administrative proceeding is instituted against a Defendant by the United States pursuant to the provisions of Section VIII (Reservations of Rights by United States).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

24. Except as provided in Paragraph 23, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 23, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

25. The Parties agree, and by entering this Consent Decree this Court finds, that Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Response Costs.

26. Each Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

27. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VII.

XI. RETENTION OF RECORDS

28. Until five years after the entry of this Consent Decree, each Defendant shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

29. After the conclusion of the five-year document retention period in the preceding paragraph, Defendants shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, Defendants shall deliver any such records to EPA. Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (e.g., company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. Defendants shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

30. Each Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6972.

XII. NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Defendants in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-2-477/1)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Craig Melodia
Assistant Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Boulevard
Chicago, Illinois 60604-3507

As to Defendants:

Ralph Cascarilla
Walter & Haverfield LLP
The Tower at Erieview
1301 E. Ninth Street, Suite 3500
Cleveland, Ohio 44114-1821

Andrew H. Perellis
Seyfarth Shaw LLP
55 East Monroe Street, Suite 4400

Chicago, IL 60603

Roger K. Heidenreich
Sonnenschein, Nath & Rosenthal
211 N. Broadway, Suite 3000
One Metropolitan Square
St. Louis, Missouri 63102

XIII. RETENTION OF JURISDICTION

32. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION

33. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among Defendants with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. EPA has determined and the Parties specifically acknowledge that the UAO is terminated.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

34. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Defendants consent to the entry of this Consent Decree without further notice.

35. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. SIGNATORIES/SERVICE

36. Each undersigned representative of a Defendant to this Consent Decree and the Chief, Environmental Enforcement Section, Environment and Natural Resources Division, United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

37. Each Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Consent Decree.

38. Each Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect

to all matters arising under or relating to this Consent Decree. Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

XVII. FINAL JUDGMENT

39. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 20__.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Sherwin-Williams Co., C.D. Ill. Civil Action No. 00-2064, relating to the Cross Brothers Pail Recycling (Pembroke) Superfund Site.

FOR THE UNITED STATES OF AMERICA

U.S. Department of Justice

Date: 7.13.06

SUE ELLEN WOOLDRIDGE
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date: _____

MATTHEW A. FOGELSON
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
301 Howard Street, Suite 1050
San Francisco, CA 94105

FOR THE UNITED STATES OF AMERICA
U.S. Environmental Protection Agency

Richard C. Karl
Director, Superfund Division
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3507

Craig Melodia
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3507

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Sherwin-Williams Co., C.D. Ill. Civil Action No. 00-2064, relating to the Cross Brothers Pail Recycling (Pembroke) Superfund Site.

FOR THE SHERWIN-WILLIAMS COMPANY

Date: _____

Name (Print): _____

Title: _____

Address: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Sherwin-Williams Co., C.D. Ill. Civil Action No. 00-2064, relating to the Cross Brothers Pail Recycling (Pembroke) Superfund Site.

FOR THE GLIDDEN COMPANY

Date: _____

Name (Print): _____

Title: _____

Address: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Title: _____

Address: _____

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Sherwin-Williams Co., C.D. Ill. Civil Action No. 00-2064, relating to the Cross Brothers Pail Recycling (Pembroke) Superfund Site.

FOR SPECIALTY COATINGS COMPANY, INC.

Date: _____

Name (Print): _____

Title: _____

Address: _____

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (Print): _____

Title: _____

Address: _____
